



BellSouth Telecommunications, Inc.
Suite 2104
333 Commerce Street
Nashville, TN 37201-3300

Charles L. Howorth, Jr.
Regulatory Vice President

615 214-6520
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August 27, 2002

RECEIVED

AUG 28 2002

TN REGULATORY AUTHORITY
TELECOMMUNICATIONS DIVISION

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

02-106

DOCKET NO.

02-00905

Dear Mr. Werner:

SUBJECT: Tariff Filing for Contract Service Arrangement TN02-C510-02

Attached is a Contract Service Arrangement tariff filing of BellSouth Telecommunications, Inc., issued August 27, 2002. We request that this tariff be effective on September 26, 2002.

Private Line Services Tariff B
Section B5 - Original Page 63

This Contract Service Arrangement is being submitted to the Tennessee Regulatory Authority for review and approval. Details may be found in the Executive Summary which is included with this filing package.

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have questions or wish to discuss.

Yours truly,

Paul Stinson for

Attachment

EXECUTIVE SUMMARY
CSA NO. TN02-C510-02

INTRODUCTION

The purpose of this filing is to introduce a Contract Service Arrangement that provides the customer with MegaLink® service.

DESCRIPTION OF SERVICE:

This Contract Service Arrangement provides MegaLink® service as described in B7 of the Private Line Services Tariff

DESCRIPTION OF CONTRACT SERVICE ARRANGEMENT

This Contract Service Arrangement is for a term of 3 years. All individual rates, terms and conditions for services provided under this contract are contained in the contract included with this filing.

REVENUE AND COST INFORMATION

Revenue and cost information associated with this contract is filed under separate cover and is subject to a proprietary agreement.

EFFECTIVE: September 26, 2002

**(B5. APPLICATION OF CONSTRUCTION
(TERMINATION AND ADDITIONAL CHARGES))**

B5.7 Contract Service Arrangements (Cont'd)

B5.7.1 Rates and Charges (Cont'd)

A. The following is a list of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

Case No. TN02-C510-02

- a. This Contract Service Arrangement provides for BellSouth® MegaLink® service for a minimum service period of thirty-six (36) months with an option for an additional twenty-four (24) months. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

(1) MegaLink® service (N)

	Nonrecurring Charge	36 Months Monthly Rate	USOC	
(a) Establishment Charge, per entire MegaLink®	\$-	\$-	MGLSE	(N)
(b) Digital Local Channel, each	-	106.00	D1GLC	(N)
(c) Premises visit, per visit	-	-	MGLPV	(N)
(2) Interoffice Channel				(N)
(a) Each channel 0-8 miles, fixed component	-	65.00	1LNO1	(N)
(b) Each channel 0-8 miles, each airline mile or fraction thereof	-	16.00	1LNOA	(N)
(3) Standard data network interface, miniature eight-position, with shorting bars for connection of 1.544 Mbps digital lines				(N)
(a) Per Digital Local channel	-	-	RJ48X	(N)

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-C510-02

This Contract Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and [REDACTED] ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement other than for circumstances described in the RATES AND CHARGES section of this Agreement, Subscriber shall be responsible for all reasonable termination charges as provided in the RATES AND CHARGES section of this Agreement. Customer and Company further agree that no termination charges shall apply if termination is due

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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Customer Initials [REDACTED]

Date 5-31-02

Megalink Contract

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-C519-02

to circumstances described in the Non-Appropriations, Business Downturn or Teaming Agreement/Rate Assurance provisions.

6. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the service under this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement, other than for the circumstances described in the RATES AND CHARGES section of this Agreement, in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, reasonable termination charges as provided for in paragraph 2 of Attachment 1 of this Agreement.

7. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

8. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
333 Commerce St. 24th Floor
Nashville, TN 37201

Subscriber
[REDACTED]
[REDACTED]
[REDACTED]
ATTN: [REDACTED]

9. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

Notwithstanding paragraph 9 above, Subscriber may assign this Agreement or any rights or obligations hereunder to: (i) a Company, partnership, or other business entity wholly controlled or owned by the Subscriber, (ii) a purchaser of all or substantially all the assets of Subscriber or the business to which this Agreement relates or any person or entity into which Subscriber is merged or consolidated or; (iii) a parent Company provided that the assignee assumes the responsibilities of Subscriber and provides Company written notice of such assignment.

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Customer Initials [REDACTED]

Date 5-31-02

07/16/2002
07/16/2002

12:29
07/16/2002

BELLSOUTH BUSINESS SYSTEM → FAXPRESS

NO.633 0004

May. 31 2002 01:37PM P4

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number 1N02-C510-02

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Customer Initials

Date

5-31-02

May 31 2002 01:38PM PS

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**Case Number IN02-C510-02
Option 1 of 1

Offer Expiration: This offer shall expire on: 10/1/02.

Estimated service interval following acceptance date: Negotiable weeks

Service description:

This Contract Service Arrangement (CSA) provides for Megal.Ink® service.

This Agreement is for thirty-six (36) months, with an option for an additional twenty-four (24) months.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

By: _____

Authorized Signature

Printed Name: _____

Title: _____

VP Engineering

Date: _____

5-31-02

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Business Systems, Inc.

By: _____

Authorized Signature

Printed Name: _____

Dino Ford

Title: _____

AUP

Date: _____

5-31-02

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Customer Initials _____

Date _____

5-31-02

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

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Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. MegaLink® Service Establishment Charge, per entire MegaLink®	\$.00	\$.00	MGLSE
2. MegaLink® service, Digital Local Channel, each	\$.00	\$106.00	D1GLC
3. Interoffice Channel, each channel 0-8 miles, fixed component	\$.00	\$65.00	1LNO1
4. Interoffice Channel, each channel 0-8 miles, each airline mile or fraction thereof	\$.00	\$16.00	1LNOA
5. Clear channel capability, per MegaLink® service channel optioned as Extended Superframe Format (SF), at initial installation	\$.00	\$.00	CCOEF
6. MegaLink® service, premises visit, per visit	\$.00	\$.00	MGLPV
7. Standard data network interface, miniature eight-position, with shorting bars for connection of 1.544 Mbps digital lines, per Digital Local Channel,	\$.00	\$.00	RJ48X

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Customer Initials

Date

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

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Option 1 of 1

RATES AND CHARGES**NOTES:**

In addition to the rates and terms contained in this Agreement, applicable surcharges such as End User Common Line Charge, Federal Universal Service Charge and applicable federal, state and local taxes shall apply to Megalink® service.

The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA other than due to (i) cancellation of services by the State of Tennessee or a Local Education Agency (LEA), (ii) a business downturn as described below, or (iii) a loss of adequate funding, then Subscriber will pay full nonrecurring charges as identified below.

	NONRECURRING CHARGE
USOC	
WGGVF-Contract Preparation Charge	\$469.00
MGLSE	\$575.00, each
DIGLC	\$105.00, each
ILNOI	\$310.00, each
MGLPV	\$ 30.00, each
RJ48X	\$ 7.00, each

Non-Appropriations: If the legislature or local government fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this Agreement or if a lawful order issued in or for any fiscal year during the term of the Agreement reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, or if the State or an LEA terminates its contract with Subscriber, Subscriber shall have the option (i) to continue purchasing the number of circuits such remaining funding will support at the rates and charges contained in this Agreement and the Attachment (s) thereto, and Subscriber shall not be penalized and charged higher rates and charges due to such circumstances, or (ii) to terminate the Agreement, effective the date said funds are no longer available without any termination charges or other liability incurring to Subscriber. Subscriber shall provide Company with notice not less than thirty (30) days prior to the date of cancellation if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described above, Company shall not prohibit or otherwise limit Subscriber's right to pursue and contract for alternate solutions and remedies as deemed necessary by Subscriber for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend Agreement.

Apply appropriate End User Common Line charges for each circuit provided in the FCC No. 1 Tariff, Section 4.6 and Federal Universal Service Charge in Section 4.7 of the FCC No. 1 Tariff. The current charge is \$8.23.

Business Downturn: In the event of a divestiture of a significant part of the Customer's business, a business downturn beyond Customer's control; reduction in or elimination or failure to increase spending by the State of Tennessee or LEA's; or a network optimization using other Company

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Customer Initials

Date 5-31-02

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**CONTRACT SERVICE ARRANGEMENT
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Option 1 of 1

services (notwithstanding Customer's best efforts to avoid the above). Company and Customer will cooperate in efforts to develop a mutually agreeable alternative that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. This provision shall not apply to a change resulting from a decision by Customer: (i) to reduce its overall use of telecommunications; or (ii) to transfer portions of its traffic or projected growth to providers other than Company. Customer must provide Company written notice of the conditions it believes will require this provision. This provision does not constitute a waiver of any charges incurred by Customer prior to the time the parties mutually agree to amend this Agreement.

Teaming Agreement/Rate Assurance

If Customer is offered a service proposal from a certified carrier that contains the same services, and service commitments included in this Agreement and the service is offered at least 15% less than the rate provided to Customer by Company, Customer shall provide Company notice of the proposal, sufficient information to validate the terms and rates of the proposal and the option to respond to the rates and terms by such other carrier.

- I. Company shall be provided 14 business days to respond in writing with regard to whether it shall respond with an alternative proposal. If Company chooses to respond with an alternative offering, Company shall require an additional 45 days to develop its response.
- II. In the event Company elects to respond to the offering from the alternative carrier and offers Customer a services proposal that includes rates that are within 5% of the alternative carrier's competitive offering, this Agreement shall continue in effect at the new customized rates and charges until the expiration of this Agreement. If Company elects not to respond to the offer from the alternative carrier or does not offer Customer a proposal that is within 5% of the alternative carrier's offer, the Customer may terminate this Agreement without liability.

Any purchases under this contract shall apply to the Minimum Monthly Commitment stated in CSA TN01-C496-02 NOTES section.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
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Option 1 of 1

Attachment 1

1. Customer and BellSouth acknowledge that various competitive alternatives are available to Customer in the State of Tennessee, including competitive alternatives to services provided herein, as evidenced by one or more of the following:
 - A. Customer has received offers for comparable services from one or more other service providers. Providers include AT&T.
 - B. Customer is purchasing or has purchased comparable services from one or more other service providers. Providers include AT&T.
 - C. Customer has been contacted by one or more other service providers of comparable services. Providers include AT&T.
 - D. Customer is aware of one or more other service providers from whom it can currently obtain comparable services. Providers include AT&T.
2. Customer and BellSouth agree that the Customer's early termination of the Agreement without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of liquidated damages. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the amount of such liquidated damages shall equal the lesser of (A) the sum of the repayment of discounts received during the previous 12 months of the service, the repayment of any pro-rated waived or discounted non-recurring charges set forth in the Notes section of the Agreement, and the repayment of the pro-rated contract preparation charge set forth in the Notes section of the Agreement; or (B) six percent (6%) of the total Agreement amount, or twenty-four percent (24%) of the average annual revenue for an Agreement with a term longer than four (4) years. Notwithstanding any provisions in the Agreement to the contrary, Customer and BellSouth agree that with regard to services provided within the State of Tennessee, this Paragraph of this Addendum sets forth the total amounts of liquidated damages the Customer must pay upon early termination of the Agreement without cause. Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer as a result of such early termination and that these amounts do not constitute a penalty. Customer and Company agree that no termination charges shall apply if termination is due to the circumstances described in the Business Downtime, Non-Appropriations, or Teaming Agreement/Rate Assurance sections in the RATES AND CHARGES section of this Agreement.
3. In the event that the Customer terminates this Agreement without cause prior to the expiration of this Agreement, the Customer shall pay a termination charge as specified in Attachment 1, Paragraph 2 above of this Agreement. The Customer may request a calculation of the termination charge at any time during the term of this Agreement. Based on the information available at the start of this Agreement, at the end of the first six (6) months of the Agreement period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be \$48,177. In any event, the estimated termination liability charge will not exceed this amount.

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Customer Initials

Date 5-31-02

07/15/2002
07/15/2002

12:29

BELLSOUTH BUSINESS SYSTEM → FAXPRESS

NO.633 0010

May. 31 2002 01:41PM P10

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-C510-02

Option 1 of 1

Attachment 1

Should the Customer elect to terminate this Agreement prior to the expiration date without cause, the actual termination charge will be calculated in accordance with Attachment 1, Paragraph 2 above and based on information available at the time of termination.

4. Except in the case where the Customer assigns this Agreement to a certified reseller in accordance with Paragraph 7.(b), Customer may not assign its rights or obligations under this Agreement without the express written consent of the Company and only pursuant to the conditions contained in the appropriate tariff.

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Customer Initials

Date

5-31-02